

Colchester School Board

Meeting Agenda and Packet

May 18, 2021

**Colchester School District  
Board of Education Meeting  
May 18, 2021 - 7:00 P.M.  
Remote Meeting  
Citizens Participation Instructions Listed Below**

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**Agenda**

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|--------------|--|----------------------|
| <b>I.</b>    | <b>Call to Order</b>   |                      |
| <b>II.</b>   | <b>Citizen Participation*</b>  |                      |
| <b>III.</b>  | <b>Second and Final Reading of Fiscal and Business Management Policy: E1</b>                                 | <b>Action</b>        |
| <b>IV.</b>   | <b>Quarterly Financial and Special Education Reports</b>   | <b>Informational</b> |
| <b>V.</b>    | <b>Approval of Consolidated Federal Programs &amp; IDEA-B Grant and Assurances</b>                           | <b>Action</b>        |
| <b>VI.</b>   | <b>Second and Final Reading of Prevention of Sexual Harassment<br/>as Prohibited by Title IX Policy: F37</b> | <b>Action</b>        |
| <b>VII.</b>  | <b>COVID-19 Update</b>   | <b>Informational</b> |
| <b>VIII.</b> | <b>Approval of Personnel Consent Agenda</b>  | <b>Action</b>        |
| <b>IX.</b>   | <b>Approval of Meeting Minutes: May 4, 2021</b>  | <b>Action</b>        |
| <b>X.</b>    | <b>Board/Administration Communication, Correspondence, Committee Reports</b>                                 | <b>Information</b>   |
| <b>XI.</b>   | <b>Future Agenda Items</b>   | <b>Information</b>   |
| <b>XII.</b>  | <b>Executive Session to Discuss Contract Negotiations</b>  | <b>Action</b>        |
| <b>XIII.</b> | <b>Adjournment</b>   |                      |

**COVID-19 Meeting Participation**

On March 30, 2020, Governor Scott signed H.681 into law, making temporary changes to Vermont's Open Meeting Law. These changes will remain in effect during the declared state of emergency due to COVID-19. On November 13, 2020, the Governor amended the executive order as a result of an acceleration in COVID-19 transmission throughout the State. The addendum strongly discourages in-person meetings. Meetings of the Colchester School Board will be held remotely with no designated meeting location. LCATV will provide coverage through live stream which can be accessed here: <https://lcatv.org/live-stream-3>. Citizens may participate in the meeting by emailing questions or statements to [schoolboard@colchestersd.org](mailto:schoolboard@colchestersd.org) with "Citizens Participation" listed in the subject line. Please include your full name and a phone number in the email. Citizens may also call (802) 264-5990 while the meeting is in session.

## COLCHESTER SCHOOL DISTRICT

### **POLICY: FISCAL AND BUSINESS MANAGEMENT POLICY**

**DATE ADOPTED:** September 17, 2019

### **PURPOSE**

In accordance with Title 16 V.S.A. § 563, the School Board is responsible for the School District's fiscal and business management. This policy defines the School Board's compliance with that responsibility.

### **POLICY STATEMENTS**

#### **I. GENERAL**

The Superintendent, or their designee, shall establish, develop and maintain a system or systems to ensure the compliance with the financial and auditing requirements of Title 16 V.S.A. § 563. This includes and is not limited to:

- A. Timely and accurate financial information for decision making.
- B. Ability to meet reporting requirements of the School Board, State and Federal Governments as well as other grantors.
- C. Annual audit requirements.
- D. Budget development, implementation and management.
- E. Ensure that financial payments made by the School District are legal, appropriate and in accordance with the budget adopted by the School Board or in accordance with the requirements of a grant accepted by the School District.

All expenses shall be recorded in accordance with Handbook for Financial Accounting of Vermont School Systems: Financial Code Classification System (Handbook II). The fiscal year shall be July 1st to June 30th.

The Superintendent, or their designee, will establish a system for managing miscellaneous accounts as may be necessary to comply with appropriate statutes, regulations, and requirements.

The Superintendent, or their designee, will establish a system for managing all federal, state or local grant funds. Such funds will not be placed in Student Activity Accounts.

Legal Reference(s): 1 V.S.A. § 31316 V.S.A. § 562 and § 563  
24 V.S.A. § 1571, § 1681 § 1682, and § 1683

Last Adopted: August 1, 2017  
Date Warned: August 30, 2019  
First Reading: September 3, 2019  
Second Reading: September 17, 2019

## **II. BUDGET**

### **A. General**

1. The annual budget of the school system shall reflect the needs and goals of the school system.
2. The Superintendent's Office shall be responsible for the process used to collect all data needed for the preparation of the budget.
3. The budget shall meet the requirements of Title 16 V.S.A. and the regulations of the State Board of Education.
4. The School Board shall develop a budget at regular or special meetings.

### **B. Budget Preparation**

Each year the Superintendent, or their designee, shall develop a budget plan based on ongoing consultations with school employees, parents, students and other citizens. Public hearings and informational meetings will take place prior to formal adoption of the budget proposal. The objective of this plan is to provide the School Board with a proposed district budget that is in line with the School District's Vision Plan.

## **III. BUDGET APPROVAL**

The School District's proposed budget will be presented by the School Board for approval by voters at the annual School District meeting. The budget presentation format shall include clarifying the budget priorities adopted by the School Board, the sources and amounts of revenues and expenditures, program changes and school board strategies.

## **IV. BUDGET MANAGEMENT**

The School District's voter approved budget defines its spending plan for each fiscal year. Consistent with state education laws and regulations, it is the responsibility of the Superintendent to implement and manage the School District's budget.

Changes to the budget allocations will be reported to the School Board as a part of the Quarterly Financial Report described in Section V of this policy.

## **V. FINANCIAL REPORTS**

The Superintendent, or their designee, shall ensure that the School Board is provided with quarterly financial reports which detail budgeted/forecasted revenues and expenditures, as well as financial commitments of the School District.

- A. The Superintendent, or their designee, shall provide the School Board with a quarterly report for review of the financial status of the School District (Quarterly Financial Report).
- B. The Superintendent, or their designee, will ensure that all state, federal and other (grantor) reports are filed in accordance with the requirements of the various grantors, state and federal governments.
- C. The Superintendent, or their designee, will cooperate with the annual independent audit to ensure the internal controls are in place and functioning effectively to safeguard the funds and assets of the School District.

## **VI. ANNUAL AUDIT**

As required by Title 16 V.S.A., the School District will be audited annually by an independent certified public accounting firm.

Annually, the School Board shall meet with the auditor to review the audit report and recommendations and, in conjunction with the Superintendent, evaluate the School District's accounting practices, internal controls, and procedures based upon performance standards.

## **VII. RISK MANAGEMENT**

The Superintendent, or their designee, shall be responsible for establishing a risk management and insurance program covering all property and program risks related to the operations of the School District. The risk management and insurance program shall include means for identifying, eliminating, reducing, retaining, or transferring risk. When the School District cannot feasibly eliminate or retain a particular risk, it shall be transferred by the purchase of insurance.

- A. The School District will comply with state statute and maintain an insurance program to protect it against actions, including fraud, mistakes, and errors of omission by employees.
- B. The School Board shall maintain an adequate insurance program to protect the School District against loss, which may occur due to the many normal and usual hazards which a public school system faces.
- C. The School District will also carry additional insurance, when needed, to protect the School District against specific and unusual hazards which may occur, from time to time, in the various operations of the School District.
- D. The insurance program shall include, but not be limited to:
  1. Fire and Damage Insurance (buildings and equipment)
  2. Fire and Property Damage Insurance (vehicles)

3. Workers Compensation Insurance
4. Fidelity Bond Insurance, Liability Insurance, including School Leaders Errors and Omissions

#### **E. Bonding**

1. The School Board recognizes that prudent trusteeship of the resources of the School District dictates that employees responsible for the safe keeping of the School District's monies and property be bonded.
2. The School District shall be indemnified against loss of money and property by bonding of employees holding positions, which have access to property and monies.
3. Such bonds shall be subsumed under a blanket bond. The School Board shall bear the cost of bonding each employee required to be bonded by this policy.

### **VIII. INVESTMENT MANAGEMENT**

The primary objectives of School District's investment activities are as follows:

- A. To conform with all federal, state and other legal requirements;
- B. To adequately safeguard principal;
- C. To provide sufficient liquidity to meet all operating requirements; and
- D. To obtain a reasonable rate of return.

All funds shall be invested at the direction of the Superintendent, or their designee. The School District's investments will be limited to low risk investments to include Certificates of Deposit, Money Market Accounts, Sweep Accounts or other like investments.

### **IX. CASH AND CHECKING ACCOUNTS**

#### **A. Petty Cash**

In certain situations, the cost of processing a purchase order could exceed the cost of a single purchase. In order to remain cost effective, small purchases are occasionally paid for in cash. To facilitate these small expenditures, and to meet emergency needs for cash, a petty cash revolving fund is annually authorized to a school and the Superintendent's Office for purchases.

This is sometimes called a "revolving fund" since it always equals the same dollar amount comprised of cash and/or detailed receipts. Petty cash should not be used to thwart or circumvent established purchasing procedures; instead, it is a

convenient accommodation to facilitate immediate necessary acquisition of local low-cost goods and services in an efficient manner.

The School Board authorizes but does not require, the following petty cash drawn from the General Fund.

Schools:	High School	\$50
	Middle School	\$50
	Malletts Bay School	\$50
	Union Memorial School	\$50
	Porters Point School	\$50
	Special Education	\$200

### 1. Petty Cash Checking Account

In addition to the foregoing, Petty Cash Checking Account is authorized as follows:

Central Office: \$4,500

### B. Deposits and Checking Accounts Using the District Federal Tax Identification Number

All funds deposited in accounts using the School District's Federal Tax Identification or in the name of the School District or its component programs are the responsibility of the School Board. Organizations who wish to retain control of their funds cannot use the School District's Federal Tax Identification and retain control over the money on deposit.

No accounts will be established without the written authorization of the Superintendent. Annually, the Superintendent shall create a listing of accounts using this identification and report this to both the School Board and the School District Treasurer. This report shall include the owners and the purpose of each account. In every case, the School District Treasurer shall be an authorized signatory on such accounts.

## X. PURCHASING

The School District's procedure for soliciting and awarding business shall conform to all applicable federal and/or state laws, in particular, Title 16 V.S.A., Section 559 (Public Bids).

For each bid process, when the amount is in excess of \$15,000, the Superintendent shall present the bid results along with a description of the bid process and a recommendation to the School Board for award of the bid.

The School Board reserves the right to reject any or all of the bids and to invite other bids on any proposed transaction.

Any spending of federal funds should follow the “Federal Procurement Procedures” document and should utilize the related “Procurement Documentation Form”.

Purchase orders are the preferred method of making obligations for the School District. When purchase orders are not an option or when savings are gained through electronic/internet purchases, a district issued credit card can be used. The use of a district credit card is not intended to circumvent the district’s policy of purchasing. Use of the district credit card should not be used when a purchase order is acceptable.

Often obligations are created and the invoice issued in such a way as to make the Purchase Order process redundant. Examples include and are not limited to: mileage reimbursement, purchases made by employees away from the School District (with approval) or emergency repairs. Additionally, food services, maintenance, and custodial services often are required to make purchases where the Purchase Order system would create a more cumbersome and expensive process. Such “payments from invoices” can be made provided the appropriate authorization is documented and attached with the invoice for inclusion in the Board Orders. For payment to a vendor, there needs to be an invoice that includes the requested payment with administrative approval to make the payment. In the case of mileage reimbursement, there needs to be a signature of the person requesting reimbursement and administrative signature verifying that the payment is proper and legal.

## **XI. APPROVAL OF BOARD ORDERS**

The School Board will comply with the review requirements of Title 16 V.S.A. § 563 (8). The review process is intended to ensure that all payments are lawful and in accordance with the budget adopted by the School District.

Pursuant to state statute, the School Board has authorized the Business and Operations Manager to examine claims against the district for school expenses and draw orders for such as shall be allowed, payable to the party entitled.

An account payable warrant report is prepared and distributed electronically to all School Board Directors, the Superintendent, and the School District Treasurer. Prior to distribution, the warrant report and all supporting documentation are thoroughly reviewed and approved by the Business and Operations Manager.

## **XII. DISPOSITION OF SURPLUS PROPERTY**

The Board may dispose of surplus or obsolete equipment, materials, and supplies no longer required to accomplish the mission of the school system.

- A.** The building Principal or person in charge of the department where school property is located and is to be disposed of will inform the Superintendent, or their designee, of the availability of the property.
- B.** The Superintendent, or their designee, shall inform all administrators throughout the School District of all property available for disposal. Any department that can



use such equipment or supplies may so inform the Superintendent. The property will then be reassigned.

- C. If there is no School District use for the equipment, the Superintendent, or their designee, will contact the Town Manager to see if there is a need in the Town for such equipment.

Surplus items will be classified and disposed of as follows:

- A. Items determined to have no resale value may be disposed of by the most efficient method by the Superintendent or their designee.
- B. Items determined to have resale value:
  - 1. The Superintendent, or their designee, may dispose of those items having a fair market value of less than \$2,500 per item by private sale. A fair process will be followed for such sale. This process will include posting within the School District and on the District's website that an item is for sale and provide an opportunity to bid on the purchase.
  - 2. Items having a fair market value of \$2,500 per item or more will be advertised for sale, upon School Board's approval, and sold to the highest qualified bidder.
  - 3. The Board will reserve the right to reject any and all bids.

All money received from the sale of property will be deposited in the general revenue fund of the School District.

## Special Education Quarterly Board Reports 2020-21

Preschool Data							
	16-17	17-18	18-19	19-20	October 2020	February 2021	May 2021
<b>CSD Preschool Program Located at MBS</b>							
Special Education Students	36	21	<b>25</b>	19	11	10	13
General Education Students	39	46	<b>50</b>	55	33	40	37
<b>TOTAL :</b>	<b>75</b>	<b>67</b>	<b>75</b>	<b>74</b>	<b>44</b>	<b>50</b>	<b>50</b>
<b>Act 166</b>							
Special Education Students	5	20	<b>24</b>	16	15	16	17
General Education Students (Headstart included)	181	164	149	165	147	151	149
<b>TOTAL :</b>	<b>186</b>	<b>186</b>	<b>173</b>	<b>181</b>	<b>162</b>	<b>167</b>	<b>166</b>
<b>Special education students provided outreach or clinic services</b>							
Special Education Students	14	15	11	8	11	18	18
General Education Students	0	0	0	0	0	0	0
<b>TOTAL :</b>	<b>14</b>	<b>15</b>	<b>11</b>	<b>8</b>	<b>11</b>	<b>18</b>	<b>18</b>
<b>Total Preschool Enrollment (Act 166, Onsite Program, Outreach)</b>	<b>275</b>	<b>268</b>	<b>259</b>	<b>263</b>	<b>217</b>	<b>235</b>	<b>234</b>
<b>Total Special Education Preschool</b>	<b>55</b>	<b>56</b>	<b>60</b>	<b>43</b>	<b>37</b>	<b>44</b>	<b>48</b>

## Special Education Quarterly Board Reports 2020-21

K-12 Student Enrollment Data							
	Oct 2016	Oct 2017	Oct 2018	October 2019	October 2020	February 2021	May 2021
CSD Total Enrollment (including out of district and tuition)	2116	2114	2132	2179	2160	2164	2163
Total Number of Special Education Students	259	272	303	326	356	333	318
Percentage of Special Education Students (K-12)	12.2%	12.9%	14.2%	15.0%	16.5%	15.4%	14.7%

Special Education Enrollment							
	16-17	October 2017	October 2018	October 2019	October 2020	February 2021	May 2021
Preschool Special Education	55	56	48	43	37	44	48
K-12 Special Education	259	272	303	326	356	333	318
<b>TOTAL :</b>	<b>314</b>	<b>328</b>	<b>351</b>	<b>369</b>	<b>393</b>	<b>377</b>	<b>366</b>

Out of District Placements							
	16-17	October 2017	October 2018	October 2019	October 2020	February 2021	May 2021
<b>TOTAL :</b>	<b>14</b>	<b>19</b>	<b>22</b>	<b>24</b>	<b>26</b>	<b>24</b>	<b>26</b>

## Special Education Quarterly Board Reports 2020-21

Support Staff							
	16-17	October 2017	October 2018	October 2019	October 2020	February 2021	May 2021
Para Educators	89	80	81	82	85	87	90
Interventionist	18	24.5	25	26	23	21	22
Special Educators	31.5	31.5	31	31	32	32	32
Speech Language Pathologists (SLP)	7	7	7.5	7.5	7.5	7.5	7.5
Behavior Specialists	3	3	3	3	3	3	3

### TRENDS AND KEY POINTS:

- Special Education numbers are slightly lower this quarter. This is due to some students moving or unenrolling. In addition we had several students evaluate back into general education.
- Two additional students moved into alternative programs, there are several student teams looking at alternative programs. I anticipate the number growing for next school year.
- Pre School is continuing to look at classroom space and distancing guidelines to increase class sizes for next school year. We are currently at 10 and are licensed for 15 per classroom.

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**Application Printout**

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**eGrant Management System**

**Printed Copy of Application**

Applicant: T050 Colchester SD

Application: 2022 CFP - 00 -

Project Period: 7/1/2021 - 6/30/2022

Cycle: Original Application

Date Generated: 5/14/2021 1:00:05 PM

Generated By: 1073

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## Consolidated Federal Program Assurances

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By checking this box and saving the page, the applicant hereby certifies that he/she has read, understood and will comply with the assurances listed below.

### CONSOLIDATED FEDERAL PROGRAM ASSURANCES

Revised Fiscal Year **2021**

#### Communications to Parents and Community

1. Disseminate to parents annual LEA and school report cards, or the link to the State Snapshot by December of the following school year, with disaggregated assessment results and information on Title I schools identified as needing comprehensive or targeted support. The report card must be in an understandable and uniform format and, to the extent practical, in a language that parents can understand.
2. Notify, at the beginning of each school year, parents of students in Title I schools of their right to request information regarding any State or local educational agency policy regarding student participation in any Federal, State, or locally required assessments, which shall include a policy, procedure, or parental right to opt the child out of such assessment, where applicable.
3. Make widely available, through public means (suggested: LEA and school websites), for each grade served by the local educational agency, information on each assessment required by the State and assessments required districtwide by the local educational agency.
4. Provide parents, of children in a Title I school, information on the level of achievement of their children in each of the State academic assessments. This can be accomplished through online access to assessment results and/or printed reports.
5. Provide to parents of students in Title I schools timely notice that the student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.
6. Provide all notices to parents in a format that is understandable and, to the extent practicable, in a language that the parents can understand.
7. Notify, at the beginning of each school year, parents in Title I schools of their right to request information regarding the professional qualifications of their child's classroom teachers. If requested, the information shared should include (a) if the teacher

has met state licensing criteria for the grade levels and subjects taught, (b) whether the teacher is teaching under a licensure waiver, (c) the teachers degree major, and (d) whether their child is provided any services by paraprofessionals, and if so, their qualifications. This may be accomplished for educators by providing parents with access to the Look Up an Educator database on the AOE website.

### **Parent & Family Engagement**

1. Involve parents in the development of the Consolidated Federal Programs (CFP) application, including asking for input relative to Title I, Title IIA, Title IIIA and Title IVA.
2. Develop a written parent and family engagement involvement policy for the LEA and each Title I school. This policy will be developed jointly with, agreed upon with, and distributed to, parents and family members of participating children. The policy shall be incorporated into the local educational agencies plan and describe the agencies expectations for parent and family involvement. Title I schools are also required to have a Parent-School Compact.
3. Involve parents and family members of children receiving services under Title I in the decisions regarding how funds reserved under the Parent & Family Engagement set-aside are used.
4. Submit, if the LEA CFP plan is unsatisfactory to any parents, the parents comments when the LEA submits its application to the State.

### **Comprehensive Needs Assessment**

1. Conduct a comprehensive needs assessment for the LEA and for each school operating a Title I Schoolwide Program that meets all requirements for fund use under ESEA.

### **Professional Learning**

1. Conduct a periodic needs assessment that includes local needs for professional learning and hiring taking into account the activities that are needed to (1) give teachers the means (including subject matter knowledge, teaching, and technology skills) to provide students with the opportunity to meet challenging state and local student academic achievement standards, (2) give principals the instructional leadership skills to help teachers to provide students with the opportunity to meet challenging state and local student academic achievement standards, (3) Provide low-income and minority students greater access to effective teachers, principals and other school leaders.

In conducting the needs assessment, consider information such as:

- a. student achievement data;
- b. information about teacher qualifications;

- c. projections of teacher supply in critical areas;
- d. student enrollment data;
- e. information on evidence-based research on proposed programs and strategies;
- f. educator evaluations; and
- g. any additional data sources as deemed necessary to fully understand the professional development and staffing needs of the system.

2. Align the professional learning provided to teachers and principals with challenging State academic content standards, student academic achievement standards, State assessments, and the curricula and programs tied to those standards.
3. Base professional learning activities on a review of evidence-based research that will have a substantial, measurable, and positive impact on student academic achievement, and will be used as part of a broader strategy to eliminate the achievement gap that separates the performance of low-income and minority students from other students.
4. Coordinate professional learning activities authorized under Title II, Part A with professional learning activities provided through other Federal, State, and local programs.
5. Ensure that professional learning funded by LEA's Title II Part A Supporting Effective Instruction allocation meets the data-supported needs of teachers (including teacher mentors) and principals.
6. Provide professional learning and development to enable teachers to (1) address the learning needs of all students, including students with disabilities, English learners, and gifted students; (2) provide students with the opportunity to meet challenging state and local student academic achievement standards, (including subject matter knowledge, teaching, and technology skills; (3) involve parents in their child's education; and (4) understand and use data and assessments to improve student achievement and protect student privacy.
7. Ensure that the professional learning meets the **ESEA** definition of professional learning including activities that:
  - a. Are an integral part of school and local educational agency strategies for providing educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards;
  - b. Are sustained (not stand-alone, 1-day, or short term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom; and
  - c. Are an integral part of broad schoolwide and LEA-wide educational improvement plans; and as a whole, are no less than annually evaluated for their impact on increased teacher effectiveness and improved student academic achievement, and



the findings of the evaluations are used to improve the quality of professional learning.

### **Homeless Education**

1. Provide transportation to and from the school of origin for homeless students, if requested by the parent and is feasible and in the best interest of the child, so the child can continue his or her educational experience uninterrupted.
2. The LEA will adopt policies and practices to ensure that homeless students are not stigmatized or segregated on the basis of their status as homeless.
3. In accordance to the homeless students best interest, the LEA must continue the students education in the school of origin for the duration of homelessness:
  - a. In any case in which a family becomes homeless between academic years or during the academic year; or
  - b. For the remainder of the academic year, if the student becomes permanently housed during an academic year; or
  - c. Enroll the student in any public school that non-homeless students, who are living in the same attendance area as the homeless student, are eligible to attend.
4. In determining the best interest of the homeless student, the LEA must:
  - a. To the extent feasible, keep a homeless student in the school of origin, except when doing so is contrary to the wishes of the students parent or guardian;
  - b. Provide a written explanation, including a statement of the right to appeal, to the students parent or guardian, if the LEA sends such student to a school other than the school of origin or a school requested by the parent or guardian; and
  - c. In the case of an unaccompanied youth, ensure that the designated homeless liaison (see #7) assists in placement or enrollment decisions, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.
5. If a dispute arises over school selection or enrollment in a school, the student shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute, including all available appeals.
6. The school selected shall immediately enroll the homeless student, even if the student is unable to produce records normally required for enrollment, such as previous academic records, medical records and proof of residency.
7. The LEA must adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin.
8. The LEA must designate a liaison for students experiencing homelessness, even if there are no students currently identified. The liaison must ensure that:

- a. Homeless children and youths are identified by school personnel and through coordination activities with other entities and agencies;
- b. Homeless students enroll in and have full and equal opportunity to succeed in school;
- c. Homeless students and their families receive educational services for which they are eligible, including free meals, Title I, Part A services, public pre-school programs and/or Head Start; and referrals to health, housing, and other appropriate services;
- d. Parents or guardians of homeless students are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- e. Public notice of the educational rights of homeless students is disseminated in schools and other places where homeless students and their families receive services;
- f. Enrollment disputes are mediated;
- g. The parent or guardian of a homeless student or any unaccompanied youth is fully informed of all transportation services including transportation to the school of origin, if that is the school placement;
- h. School personnel providing services under McKinney-Vento receive professional development and other support; and
- i. Unaccompanied youths are enrolled in school, have opportunities that are the same as other youth, and are informed of their status as independent students under the Higher Education Act, receive support to prepare for college and obtain assistance to receive verification for their FAFSA.

### **Persistently Dangerous Schools**

1. Allow a student that attends a persistently dangerous school, as designated by the State, or who has been a victim of a violent criminal offense on the grounds of the public school the student attends, to transfer to a safe public school within the LEA.

### **Consultation**

1. Provide for systematic consultation with parents of elementary and secondary school children, teachers and administrators, and other groups such as librarians, school counselors and pupil services personnel, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities in the planning, design and implementation of all activities and strategies described in the Consolidated Federal Programs application. A description of this process must be on file at the LEA office.
2. Consult with representatives of important stakeholder groups in the preparation and implementation of the CFP application, including planning for professional learning. These groups include parents of children attending elementary and secondary

schools in the LEA, teachers, administrators, independent school representatives and others.

### **English Learners**

1. Implement effective means of outreach that include holding regular meetings for the purpose of formulating and responding to recommendations from parents of students who are English learners. Regularly provide parents with information to assist them in becoming active participants in their children's education, i.e., attaining English proficiency, achieving at high levels within a well-rounded education, and meeting challenging State academic standards expected of all students. All notices to parents should be provided in an understandable and uniform format and, to the extent practicable, in a language that parents can understand.
2. Improve the education of English learners by assisting the children to learn English and meet the challenging State academic standards using effective approaches and methodologies.
3. Provide, through report to Vermont Agency of Education, such data as requested. Data includes but is not limited to; a description of the programs and activities conducted by the entity with funds received, proficiency status of English learners, and information on those exiting language instruction educational programs.
4. Ensure that English learners are included in state assessments as outlined by the federal Elementary & Secondary Education Act.
5. Assess annually the English language proficiency of all English Learners in reading, writing, speaking, and listening, and report data on English language proficiency to the State.
6. Certify that all teachers in any language instruction educational program for English learners funded by Title III are fluent in English and any other language used for instruction, including having written and oral communications skills.
7. Assure that the LEA and each school is not in violation of any State or Federal law, including State constitutional law and Federal Civil Rights Law, regarding the education of English learners.
8. For each local educational agency that uses funds under Title I, Part A, or Title III, Part A, identify all English learners within 30 days of enrollment, and, not later than 30 days after the beginning of the school year (or, for those children who have not been identified as English learners prior to the beginning of the school year but are identified as English learners during the school year, within the first two weeks of the child being placed in a language instruction educational program), the local educational agency shall notify the children's parents of an English learner identified for participation or participating in such a program.
9. Ensure that a student shall not be admitted to, or excluded from, any federally assisted education program on the basis of a surname or language-minority status.

### **Assessment**

1. Participate in National Assessment of Educational Progress (NAEP) testing if the LEA is requested to participate in the State

sample.

### **Program Reporting and Evaluation**

1. Maintain such records and provide such information to the Vermont Agency of Education, as may be reasonably required for fiscal audit and program evaluation and federal reporting purposes.
2. Annually evaluate CFP Title programs. Use the results of the annual evaluation to make decisions about appropriate changes in programs for the subsequent year.

### **Title I, Part A - Improving the Academic Achievement of the Disadvantaged**

1. Inform eligible schools and parents of schoolwide program authority and the ability to consolidate funds from Federal, State and local sources.
2. Coordinate and integrate services provided under Title I with other educational services at the local educational agency or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program.
3. Ensure that all teachers and paraprofessionals working in a program supported with Title I funds meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification.
4. Comply at a minimum, when providing early childhood services, with the performance Standards of Head Start.
5. Assist each Title I school in the development or identification of examples of high quality, effective curricula consistent with the State Plan.
6. Assure that migratory children and former migratory children who are eligible to receive Title I, Part A services are selected to receive services on the same basis as other children are selected to receive Title I, Part A services.
7. Be able to describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program, will identify the eligible children most in need of services under Title I.

### **School Support & Improvement**

1. If identified by the State for comprehensive support and improvement, the local educational agency shall, for each school identified by the State and in partnership with stakeholders (including principals and other school leaders, teachers, and parents),

locally develop and implement a comprehensive support and improvement plan for the school to improve student outcomes.

2. If identified by the State as a school in which any subgroup of students is consistently underperforming, the local educational agency, in partnership with stakeholders (including principals and other school leaders, teachers and parents), shall develop and implement a school-level targeted support and improvement plan to improve student outcomes based on the indicators in the statewide accountability system for each student group that was the subject of notification.

### **Student Support and Academic Enrichment - Title IV, Part A**

1. Conduct a comprehensive needs assessment of the local educational agency or agencies proposed to be served under this subpart in order to examine needs for improvement of:
  - a. Access to, and opportunities for, a well-rounded education for all students;
  - b. School conditions for student learning in order to create a healthy and safe school environment; and
  - c. Access to personalized learning experiences supported by technology and professional development for the effective use of data and technology.
2. Obtain prior written, informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under Title IV, Part A and conducted in connection with an elementary school or secondary school under Title IV, Part A.
3. Not use funds under Title IV, Part A for medical services or drug treatment or rehabilitation, except for integrated student supports, specialized instructional support services, or referral to treatment for impacted students, which may include students who are victims of, or witnesses to, crime or who illegally use drugs.
4. Engage in initial and continued consultation with parents, teachers, principals, other school leaders, specialized instructional support personnel, students, community- based organizations, local government representatives (which may include a local law enforcement agency, local juvenile court, local child welfare agency, or local public housing agency), Indian tribes or tribal organizations that may be located in the region served by the local educational agency (where applicable), and others with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this subpart and to coordinate such implementation with other related strategies, programs, and activities being conducted in the community.
5. The LEA will prioritize the distribution of funds to schools served by the local educational agency, or consortium of such agencies, that:
  - a. Are among the schools with the greatest needs, as determined by such local educational agency, or consortium;
  - b. Have the highest percentages or numbers of children in poverty and population;
  - c. Are identified for comprehensive support and improvement;

- d. Are implementing targeted support and improvement; or
  - e. Are identified as a persistently dangerous public elementary school or secondary school.
6. LEAs receiving an allocation of at least \$30,000 will use:
- a. Not less than 20 percent of funds received under this subpart to support one or more of the activities under well-rounded education; AND
  - b. Not less than 20 percent of funds received under this subpart to support one or more of the activities under safe and healthy students; AND
  - c. A portion of the funds received under this subpart to support one or more activities related to the effective use of technology, without spending more than 15 percent on technology infrastructure, including devices and software
7. LEAs receiving an allocation of less than \$30,000 will use:
- a. Not less than 20 percent of funds received under this subpart to support one or more of the activities under well-rounded education; OR
  - b. Not less than 20 percent of funds received under this subpart to support one or more of the activities under safe and healthy students; OR
  - c. A portion of the funds received under this subpart to support one or more activities related to the effective use of technology, without spending more than 15 percent on technology infrastructure, including devices and software
8. The LEA will annually report to the State how funds are being used under Title IV, Part A.

### **Safe and Drug-Free Schools and Communities**

1. The LEA assures that it will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace,
    - ii. The grantees policy of maintaining a drug-free workplace,
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs, and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the

statement;

- d. Including in the statement required in (a) above that, as a condition of employment under the grant, the employee will abide by the terms of the statement, and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work-place no later than five calendar days after such conviction;
  - e. Notifying the agency, in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, SW (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and
    - iii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above.
2. Assure that each school within the LEA will adopt and implement policies regarding any student/staff that brings a weapon to school, which complies with Vermont and Federal law. [ESEA, 8561(d) and VT Title 16, 1166]

## **Fiscal**

1. Use funds only to supplement, not supplant the level of funds from non-federal sources. The use of federal funds will not result in a decrease in state or local funds for a particular activity, which, in the absence of federal funds, would have been available to conduct an activity supported by the programs authorized in the CFP application. Ensure that each Title specific rule is being met.
2. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 Part 82, Sections 82.105 and 82.110, the applicant certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts).
3. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at CFR Part 85, Sections 85.105 and 85, certify that applicant and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or other-wise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## **General**

1. Take into account evidence-based research, model programs & findings.
2. Collaborate with the State or local child welfare agency to:
  - a. Designate a point of contact if the corresponding child welfare agency notifies the local educational agency, in writing, that the agency has designated an employee to serve as a point of contact for the local educational agency; and
  - b. By not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear



written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care.

3. Not discriminate against and deny equal access or a fair opportunity for meeting space to any group officially affiliated with the Boys Scouts of America, or any other youth group listed in Title 36, that wishes to conduct a meeting within a designated open forum or limited public forum.
4. Support, coordinate, and integrate services provided under this part with early childhood education programs at the local educational agency or individual school level, including plans for the transition of participants in such programs to local elementary school programs.
5. If engaging in a consortium under Title III or Title IVA, utilize an LEA-LEA agreement as outlined by Vermont Act 267.
6. Provide, upon request from military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone numbers. Parents may request in writing that their child's name not be on the list.
7. Describe how the local educational agency will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including, if applicable, through coordination with institutions of higher education, employers, and other local partners; and through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.
8. Take into consideration how to support programs that coordinate and integrate academic and career and technical education content and work-based learning opportunities.
9. Describe how the local educational agency will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the subgroups of students.
10. Administer each funded program in accordance with all applicable statutes, regulations, program plans, and applications.
11. The control of funds provided under each funded program and title to property acquired with program funds will be in a public agency or in an eligible private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and the public agency, eligible private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes.
12. The LEA will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

13. The LEA will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials.
14. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each funded program.
15. The LEA will submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
16. Before the application was submitted, the LEA assures that it afforded a reasonable opportunity for public comment on the application and considered such comment.

**NOTE: Only authorized representatives (typically superintendents) can agree to assurances.**

## Consolidated Application Additional Assurances

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**The LEA and the participating schools agree to the assurances and will maintain records to document compliance.**

### Title I, Part A - Comparability

Section 1118(c) of the Elementary and Secondary Education Act (ESEA) permits an LEA to receive Federal Title I, Part A funds only if State and local funds support services in Title I schools that are "at least comparable" to services in non-Title I schools.

In order to demonstrate satisfy Comparability requirements, LEAs must:

- Provide services in Title I schools that are comparable to those in non-Title I schools;
- Adopt and maintain all required policies and procedures regarding Comparability under ESEA; and
- Complete the Title I Comparability report through the Grants Management System (GMS) each year.

### School Prayer Certification

I certify that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools.

**a. Check to certify compliance with the above statement.**

**b. Report the number of complaints from the prior year.**

### Supplement, not Supplant

The local educational agency shall use Federal funds received in this application only to supplement the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs supported with funds from this application, and not to supplant such funds. For all Titles, except for Title I Part A, the determination of a presumption of supplanting remains as it was in previous years.

To demonstrate compliance with supplement not supplant requirements under Title I Part A, each LEA shall develop and maintain documentation of a specific methodology to allocate State and local funds that results in each Title I school receiving all of the State and local funds it would otherwise receive if it were not receiving Title I, Part A funds. LEAs must be prepared to demonstrate the results of having applied this specific methodology upon request.

## Equitable Participation of Independent Schools

### **The LEA shall:**

- a. Provide for the equitable participation of students and professional staff in non-profit independent schools in all Titles covered in this application: Title I, Part A; Title II, Part A; Title III, Part A; and Title IV, Part A.
- b. Identify and consult with appropriate independent school officials to determine eligibility for participation under all available Titles, as well as monitor progress toward key issues relevant to equitable participation. Consultation must be timely, ongoing, and meaningful.
- c. Determine the share of all applicable Title funds available for equitable services prior to any expenditures or transfer of funds.
- d. Assure that all services, materials, and equipment provided to independent schools will be used to provide only secular, neutral, and non-ideological educational services to students and school personnel.
- e. Retain all required documentation.
- f. Maintain control of all funds.

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## Assurances Summary

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The authorized representative of the Grantee certifies that he or she has read, understood and will comply with all of the provisions of the following assurances.

NOTE: These checkboxes will be automatically filled in as each of the separate certifications/assurances are read and agreed to.

Central Data Assurances

Consolidated Application General Assurances

Consolidated Application Additional Assurances

The assurances were fully agreed to on this date:

**LOCAL EDUCATION AGENCY PLAN**

**ASSURANCES**

**FOR THE INDIVIDUALS**

**WITH DISABILITIES**

**EDUCATION ACT**

**PART B**

**FOR FISCAL YEAR 2022**

Please upload the completed Local Education Agency Plan to the Vermont AOE Grants Management. All 10 pages must be uploaded. The plan must be uploaded as a single PDF.

**SUPERVISORY UNION:**

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**IDEA-B GRANT APPLICATION FOR FY-2022**

**LEAP ASSURANCES TABLE OF CONTENTS**

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Assurances Regarding Implementation during  
State Fiscal Year 2022  
for  
Part B of the  
Individuals with Disabilities Education Improvement Act,  
As Passed in 2004  
With implementing federal regulations effective October 13, 2006  
and  
State Board of Education Rules Effective June 10, 2010

For the purposes of implementing provisions of the Individuals with Disabilities Education Improvement Act (IDEA) of 2004, the

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(Type name of supervisory union or school district)

assures that throughout the period of the grant award, this supervisory union/school district will comply with the requirements of the IDEA-B, Subpart C- Local Educational Agency Eligibility. An LEA is eligible for assistance under Part B of the Act for a fiscal year if the Agency submits a plan that provides assurances to the State Educational Agency that the LEA meets each of the conditions in §§300.201 through 300.213, authority: 20 U.S.C. 1413(a).” (34 CFR § 300.200).

The supervisory union/school district assures that it will provide the Agency with information necessary to complete the Annual Performance Report. This will enable the Agency to carry out its duties under Part B of the Act, including providing information relating to the performance goals and indicators that the Agency must annually report to the Secretary of the U.S. Office of Education and the public. (34 CFR §§ 300.211 and 300.157)

The supervisory union/school district assures that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared, subject to the requirements of 34 CFR § 300.156 (related to personnel qualifications) and section 2122 of the Elementary and Secondary Education Act (ESEA). (34 CFR § 300.207)



**Assurances concerning purchase of instructional materials:**

(a) The supervisory union/school district assures that if it chooses to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, it must acquire those instructional materials in the same manner, and subject to the same conditions as the Agency under §300.172.

(b) Rights of supervisory union/school district.

(1) Nothing in this section shall be construed to require an LEA to coordinate with the NIMAC.

(2) If the supervisory union/school district chooses not to coordinate with the NIMAC, the supervisory union/school district provides an assurance to the Agency that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.

(3) Nothing in this section relieves a supervisory union/school district of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats, but are not included under the definition of blind or other persons with print disabilities in §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner. (34 CFR § 300.210) (Authority: 20 U.S.C. 1413(a)(6))

The supervisory union/school district assures that it will cooperate in the Secretary's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children. (34 CFR § 300.213) (Authority: 20 U.S.C. 1413(a)(9))

The supervisory union/school district assures that it will make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the agency under Part B of the Act. (34 CFR § 300.212) (Authority: 20 U.S.C. 1413(a)(8))

The supervisory union/school district assures that in providing for the special education of children within its jurisdiction it shall have in effect policies, procedures, and programs that are consistent with the IDEA of 2004, Vermont statutes, and the State Board of Education's special education regulations, policies and procedures. (34 CFR § 300.201) (Authority: 20 U.S.C. 1413(a)(1))

**Option to Adjust Local Maintenance of Effort Requirement:**

The supervisory union

\_\_\_\_\_ elects

\_\_\_\_\_ elects not

to exercise the provision under 34 CFR § 300.205 for fiscal year 2021-2022 concerning the adjustment of local maintenance of effort requirement. For any fiscal year in which the allocation of the IDEA-B basic grant funds for the supervisory union exceeds the allocation for the previous fiscal year, the supervisory union may reduce the level of expenditures from other funds by not more than 50 percent of the increase. If the supervisory union elects to reduce the level of expenditures as allowed above,

- the supervisory union **shall** use an amount of local funds equal to the reduction in maintenance of effort to carry out activities authorized under the Elementary and Secondary Act of 1965 as amended and
- the amount of funds so used decreases the amount of funds that the supervisory union can use for early intervening services as defined in IDEA 2004 for students grades K-12 with emphasis on grades K-3.

**Limitation on the exception to the local maintenance of effort requirements:** If the Vermont Agency of Education has determined that the supervisory union is not meeting the requirements of IDEA Part B, including the targets in the state’s performance plan, the SEA shall prohibit the supervisory union from reducing its maintenance of effort as allowed above for any fiscal year. (34 CFR §300.205(c))

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(Type name of the Superintendent who has authority to make all assurances above on behalf of the school board)

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(Signature)

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(Date)

## Use of IDEA Part B Funds

### **Excess Cost Provision §300.202**

In order for a supervisory union to be eligible to use IDEA-B funds, it must spend the average per pupil expenditures for its elementary and secondary special education students from State and “local” (Education Spending) funds. The supervisory union assures the amount it will spend from IDEA-B funds will be in excess of the average per pupil expenditure amount and will be used for providing special education and related services to children with disabilities. In order to make this assurance, the supervisory union has reviewed the information submitted on the “Supplement to IDEA-B Local Education Agency Plan for FY-2020” and ascertained that the supervisory union will be able to document compliance with the excess cost provision for FY-2021. The supervisory union assures it will submit the required documentation prior to the close of the grant year.

### **General Requirements Concerning Use of Grant Funds**

The budget which is in a separate document indicates how this supervisory union proposes to use “IDEA-B Flow Through” funds for children ages 3 up to the 22<sup>nd</sup> birthday, for the period July 1, 2021 through June 30, 2022. These funds cannot be used for costs incurred prior to the date the Agency of Education receives this application in substantially approvable form. A separate budget is submitted for IDEA-B PreSchool funds for children ages 3 up to the 6<sup>th</sup> birthday. Both budgets detail how the funds will be spent and how those expenditures relate to providing special education and related services for children with disabilities or other expenditures allowed under the IDEA.

### **Proportionate Share Funding Requirement**

For both the IDEA-B Basic and PreSchool Flow Through Grants, an amount is required to be set aside for children enrolled in private or independent schools by their parents when the school is located within the geographic boundaries of the supervisory union. The portion of the supervisory union’s IDEA-B FY-2022 Basic and PreSchool allocation that must be used for the provision of special education and related services to parentally placed students eligible for special education is calculated as the number of eligible parentally placed students to the total number of eligible students.

The amount to be budgeted for services to parentally placed students include the portion calculated above of the FY-2022 allocation and any carryover of the proportionate share funds from FY-2021 allocation. Budget items relating to use of these proportionate share funds in the FY-2022 application must indicate how the supervisory union plans to serve privately placed eligible students with disabilities on services plans.

<b>Participating Districts</b>
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Identify the chairperson of Supervisory Union and each member School District and give the name and address of each district on whose behalf this application is being submitted (**attach additional sheet, if necessary**). Use the first box for the supervisory union/district and the rest for the member school districts.

<b>Name of Supervisory Union</b>	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #

**Participating Districts (continued)**

Identify the chairperson of Supervisory Union and each member School District and give the name and address of each district on whose behalf this application is being submitted (**attach additional sheet, if necessary**). Use the first box for the supervisory union/district and the rest for the member school districts.

Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #
Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #

<b>Non-Participating Districts</b>
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Identify the chairperson and give the name and address of any member school districts in the Supervisory Union, which has voted Not to participate in the submission of this application. \*

Name of School District	Name of School District
Name of Board Chairperson	Name of Board Chairperson
Address of Above Person	Address of Above Person
Address (Continued)      Phone #	Address (Continued)      Phone #

\*(A decision not to accept IDEA-B funds does not absolve a district from its responsibility to meet the requirements of the Individuals with Disabilities Education Improvement Act of 2004.)

**Statement of Authorization**

This is to certify that the school board(s) of the participating school districts comprising the \_\_\_\_\_ Supervisory Union/District has/have duly authorized the Superintendent of Schools to accept and administer IDEA-B grants.

\_\_\_\_\_  
(Signature of Chairperson of Supervisory Union/District School Board)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Chairperson)

## COLCHESTER SCHOOL DISTRICT

**POLICY: PREVENTION OF SEXUAL HARASSMENT AS PROHIBITED BY TITLE IX POLICY****DATE ADOPTED: Draft****I. STATEMENT OF POLICY**

- A. Prohibiting Title IX Sexual Harassment:** Per Title IX of the Education Amendments Act of 1972 (“Title IX”) the District does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment, are prohibited in the District. A District with actual knowledge of sexual harassment in an educational program or activity of the District against a person in the United States must respond promptly in a manner that is not deliberately indifferent. A District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. A District may be deemed to have been deliberately indifferent based on its restriction of rights protected under the U.S. Constitution, including the First, Fifth and Fourteenth Amendments.
- B. Retaliation:** Retaliation as defined by this Policy is expressly prohibited. Complaints alleging retaliation may be filed according to the Title IX Grievance Procedures set forth in Section IV.
- C. Concurrent Statutory Obligations:** While all forms of sex-based discrimination are prohibited in the District, the purpose of this policy is to address, and only address, sexual harassment as defined in Title IX and Section II.N. below. For conduct which satisfies that definition, a school’s response is governed by this policy, and in those cases for which they have received a filing of a formal complaint of same, as set forth under the Title IX Grievance Process set forth in Section IV below. For other forms of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex under Vermont law, including student misconduct and employment based statutes prohibiting unlawful harassment and other forms of misconduct, the District may have the separate obligation to address those behaviors as required by other school policies and applicable laws.
- D. Covered Parties:** This Policy shall apply to all students, employees and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity. A third party under supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

**II. DEFINITIONS**

As used in this Policy and during the Title IX Grievance Process, the terms below shall have the meaning ascribed.



- A. **“Actual Knowledge”** means “notice” of “sexual harassment” or allegations of “sexual harassment” to either (a) a recipient’s Title IX Coordinator; or (b) any official of the recipient who has the authority to institute corrective measures on behalf of the recipient; or (c) to any employee of an elementary and secondary school.
1. For purposes of this paragraph “sexual harassment” refers to the definition as contained *within this policy*. For other forms of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex as recognized under Vermont law, schools retain the option and in some cases the obligation, to address those behaviors as required by policy and law.
  2. Actual knowledge shall not be deemed to exist when the only official of the recipient with actual knowledge is the respondent.
  3. “Notice” as used in this paragraph includes, but is not limited to, a Report of Sexual Harassment to the Title IX Coordinator as described Section IV.B.
  4. Notice sufficient to trigger an obligation under this policy only shall exist where any employee has sufficient personal knowledge of alleged facts to be aware that if such facts were found to be true it would constitute a violation of this policy.
  5. Imputation of knowledge based solely on vicarious liability OR constructive notice shall be insufficient to establish or constitute actual knowledge.
- B. **“Complainant”** is an individual who is alleged to be the victim of conduct that could constitute “sexual harassment” under this Policy. In order for an individual to be considered to be a Complainant they need not file Report of Sexual Harassment, nor a Formal Complaint of Sexual Harassment. Where the Title IX Coordinator signs a Formal Complaint of Sexual Harassment, the Title IX Coordinator is not considered a “Complainant.”
- C. **“Days”** shall mean calendar days, but shall exclude non-weekend days on which the District office is closed (e.g. holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g. snow days).
- D. **“Decision-Maker”** means persons tasked with either the responsibility of making determinations of responsibility (referred to as “Initial Decision-Maker”); or the responsibility to decide any appeal (referred to as “Appellate Decision-Maker”) with respect to Formal Complaints of Sexual Harassment in accordance with the Title IX Grievance Process.
- E. **“Determination of Responsibility”** is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal Complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment under Title IX.
- F. **“Disciplinary Sanctions”** are consequences imposed on a Respondent when they are determined responsible for sexual harassment prohibited under this Policy.

- G. “Emergency Removal”** for purposes of this Policy shall mean removing a respondent from the District’s education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Emergency Removals as permitted by this Policy shall not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.
- H. “Formal Complaint of Sexual Harassment”** means a document filed by either (a) a complainant (or complainant’s parent/guardian); or (b) the Title IX Coordinator, alleging sexual harassment against a respondent AND requesting that the District investigate the allegation of sexual harassment. The issuance or receipt of a Formal Complaint of Sexual Harassment formally triggers the Title IX Grievance Process set forth in Section IV. of this Policy.
- I. “Investigation of Title IX Sexual Harassment”** Before the District can conduct an Investigation of Sexual Harassment under this Policy, against a Respondent, a Formal Complaint of Sexual Harassment that contains an allegation of sexual harassment and a request that the District investigate the allegations is required. Such investigation is a part of the Title IX Grievance Process, as set forth in Section IV.E.
- J. “Remedial Actions”** are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the District.
- K. “Report of Sexual Harassment”** is any report which provides the District with actual knowledge of sexual harassment or allegations of sexual harassment. Such a report may or may not be accompanied by a Formal Complaint of Sexual Harassment. Without such a Complaint, the Title IX Grievance Process is not triggered. See Section IV.A and IV.B. regarding the process for initiating that process.
- L. “Respondent”** means an individual who has been reported to be the individual accused (i.e. perpetrator) of conduct that could constitute sexual harassment as defined under this policy.
- M. “Retaliation”** means intimidation, threats, coercion, or discrimination by either the District or any other person, against any individual for the purpose of interfering with any right or privilege secured by Title IX and/or this Policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing in connection with this Policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sexual discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this policy, constitutes retaliation.

### Limitation in Scope

1. Material False Statements: Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially** false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A determination of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith.
  2. 1st Amendment Protections: The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Policy.
- N. **“Sexual Harassment”** prohibited under Title IX and by this Policy is conduct on the basis of sex, occurring in an education program or activity of the District, against a person in the United States, that satisfies one or more of the following:
1. A school district employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; **OR**
  2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the District’s education program or activity; **OR**
  3. Or any conduct which would satisfies one or more of the following definitions:
    - a) Sexual assault: Any sexual act(s) directed at another person without consent of the victim, including instances where the victim is unable to lawfully give consent because of age or cognitive ability. Consent to a sexual act exists where words, actions or other non-verbal conduct objectively communicates a desire to participate in the sexual act(s). Consent to some sexual act(s) does not indicate consent to all sexual acts. Consent may be withdrawn at any time by objectively communicating through words, actions or other non-verbal conduct **AND/OR**
    - b) Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or an intimate nature with the victim. The existence of the relationship shall be considered with reference to the length of the relationship, the type of relationship and the frequency of the interactions between the persons involved in the relationship. **AND/OR**
    - c) Domestic violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner or any other persons protected under 15 V.S.A. section 1101 from domestic abuse. **AND/OR**
    - d) Stalking: A course of conduct by a person directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

Limitation in Scope: For purposes of this policy conduct shall not be deemed to satisfy Title IX's definition of "sexual harassment" if the conduct occurred either (1) outside of the United States and/or (2) includes locations, events or circumstances over which the District did not exercise substantial control over both the respondent and the context in which the harassment occurred.

- O. **Supportive Measures** are non-disciplinary, non-punitive, individualized services, offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. These measures may include, but are not limited to, the following:
1. Counseling;
  2. Extensions of deadlines or other course-related adjustments;
  3. Modifications of work or class schedules;
  4. Campus escort services;
  5. Mutual restrictions on contact between the parties;
  6. Changes in work or housing locations;
  7. Leaves of absence;
  8. Increased security and monitoring of certain areas of the district campus;
  9. And other similar measures.

### III. DUTIES

#### A. **Reports of Sexual Harassment**

1. Any Person May Make a 'Report of Sexual Harassment': Any person may report sexual harassment whether relating to themselves or another person. A Report of Sexual Harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
2. Any Staff Member May Receive Reports: Additionally, while the District strongly encourages Reports of Sexual Harassment to be made directly to the Title IX Coordinator, the report may be made to **any** District staff member, including, for instance, a counselor, teacher or principal.
3. In Cases where Title IX Coordinator is Alleged Respondent: If the Title IX Coordinator is the alleged respondent, in such cases either the Report of Sexual Harassment or Formal Complaint of Sexual Harassment may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that Report/Complaint, or delegate the function to another person.

## **B. District Response to Report of Sexual Harassment**

1. **Duty to respond:** The District will promptly respond when there is actual knowledge of sexual harassment, even if a Formal Complaint of Sexual Harassment has not been filed.
  - a. **District Response Must Be Equitable:** In its response the District shall treat Complainants and Respondents equitably by providing supportive measures to the Complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a Respondent.
  - b. **Reports of Harassment Received by District Employees Shall Be Referred to Title IX Coordinator:** Where any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, they shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.
  - c. **Complainant Contact:** As soon as reasonably possible after receiving a Report of Sexual Harassment from another District employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the Complainant [and parent/guardian in cases where the complainant is a student under the age of 18] to:
    - i. Discuss the availability of and offer supportive measures;
    - ii. Consider the complainant's wishes with respect to supportive measures;
    - iii. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
    - iv. Explain to the complainant the process for filing a Formal Complaint of Sexual Harassment.
2. **Formal Investigation of Sexual Harassment:** Before the District may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a Respondent, a Formal Complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required and must be filed by either the Complainant, the Complainant's Parent/Guardian, or the Title IX Coordinator, as set forth under Section IV.B. below.
3. **Initiating the Title IX Grievance Process:** A Report of Sexual Harassment alone does **not** initiate a Title IX Grievance Process. Before the District may initiate that process, a Formal Complaint of Sexual Harassment must be filed under the procedures set out in Section IV.A.

### **C. Formal Complaints of Sexual Harassment**

1. Process for Filing a Formal Complaint of Sexual Harassment: The process for filing a Formal Complaint of Sexual Harassment is set forth in Section IV.A.
2. District Response to Receipt of Formal Complaint: The District must investigate the allegations of a Formal Complaint unless both parties voluntarily consent to engage in Informal Resolution, or Dismissal otherwise occurs under Section IV.G. below.
3. District Written Notification to Parties in Response to Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the District must provide written notice as set forth in Section IV.C. below of the Title IX Grievance Process. In response to a Formal Complaint of Sexual Harassment, the District must follow the Title IX Grievance Process set forth in Section IV.

### **D. District Duty to Respond When Determination of Responsibility For Sexual Harassment Has Been Made Against a Respondent**

The District must provide remedies to a Complainant where a determination of responsibility for sexual harassment has been made against a Respondent designed to restore or preserve equal access to the District's education program or activity. Such remedies may include "supportive measures" but also need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.

### **E. Reporting to Other Agencies**

1. Reports to Department of Children and Families (DCF): When a report made pursuant to this policy includes allegations of child abuse, any person responsible for reporting suspected child abuse under 33 V.S.A. § 4491, et seq. must report the allegation to the Commission or DCF. If the victim is over the age of 18 and a report of abuse is warranted, the report shall be made to Adult Protective Services in accordance with 33 V.S.A. § 6901 et seq.
2. Reports to Vermont Agency of Education (AOE): If a report of sexual harassment is made to the District about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the principal shall report the alleged conduct to the Superintendent and the Superintendent shall report the alleged conduct to the Secretary of Education. [If a report of sexual harassment is made in an independent school about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the head of school is encouraged to report the alleged conduct to the Secretary of Education.]
3. Reporting Incidents to Police
  - a. Family Education Rights and Privacy Act (FERPA): Information obtained and documented by school administration regarding the school's response to notice of student conduct that may constitute sexual harassment may constitute an "educational record" regarding the student or student(s) involved as defined by the FERPA. Accordingly, such information may not be disclosed without prior

parent approval to local law enforcement except in response to a lawfully issued subpoena, or in connection with an emergency if disclosure is necessary to protect the health or safety of the student or other individuals.

- b. First Hand Reports: Nothing in this policy shall preclude persons from reporting incidents and/or conduct witnessed first-hand that may be considered to be a criminal act to law enforcement officials.
4. Continuing Obligation to Investigate: Reports made to DCF, AOE or law enforcement shall not be considered to absolve the school administrators of their obligations under this policy, or other school policies where appropriate, to respond, and when appropriate to investigate and follow the Title IX Grievance Process set forth in Section IV.

## **F. Disseminating Information and Notice**

1. Notice of Title IX Policy: The District will make this Policy publicly available on the District's website (OR if the District does not maintain a website, available upon request for inspection by members of the public).
2. Notice of Title IX Obligations and Coordinator Information: The District shall include in all student and employee handbooks, and shall make publicly available on the district's website (OR if the District does not maintain a website, available for inspection to members of the public upon request) the following information:
  - a. The District's policy of non-discrimination on the basis of sex, that it is required by Title IX not to discriminate in such a manner, and that such requirement not to discriminate in the education program or activity of the District extends to admission and employment (all to be prominently displayed on both the website and in publications);
  - b. The title, name, office address, email address, and telephone number of the District's Title IX Coordinator (all to be prominently displayed on both the website and in publications);
  - c. A statement that Title IX inquiries may be referred to either the District's Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be otherwise provided to students, employees, unions or professional organizations holding collective bargaining or professional agreements with the District, and all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities. Those persons shall also be informed of the grievance procedures and process provided for under Section IV. of this Policy, including how to file either a Report of Sexual Harassment or Formal Complaint of Harassment, and the response the District will take in response to such filings.

3. Training Materials: Additionally, the District will make any materials used to train personnel as required under Section V.F. publicly available on the District's website

(OR if the District does not maintain a website, available upon request for inspection by members of the public).

## **G. Record Keeping**

The District shall maintain for a period of seven years records of:

### **1. Sexual Harassment Investigations**

The District shall maintain records of any:

- a. Determination regarding responsibility;
  - b. Any disciplinary sanctions imposed on the respondent;
  - c. Any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity; and
  - d. Any appeal and result therefrom.
2. Any informal resolution and the result therefrom.
  3. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
  4. For each response required of the District by this Policy to Actual Knowledge of Sexual Harassment, the District must create and maintain for a period of seven years the following:
    - a. Records of any actions, including any supportive measures, taken in response to a Report of Sexual Harassment or Formal Complaint of Harassment. In each instance the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's educational program or activity. Where a District does not provide a Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

## **H. Confidentiality**

The District must keep confidential the identity of any individual who has made a Report of Sexual Harassment or Formal Complaint of Sexual Harassment under this Policy, any Complainant, Respondent, and any witness, except either:

1. As may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99;



2. Or as required by law, such as reports to DCF, law enforcement, or the AOE set forth in Section III.E above;
3. Or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, as set forth in this policy (Section IV.C.2, IV.E.7,8, and 10, IV.F.5., IV.G.3., and IV.H.7.);
4. Where maintaining confidentiality with respect to supportive measures offered to the Complainant or Respondent would impair the ability of the school district to provide the supportive measures.

#### IV. TITLE IX GRIEVANCE PROCESS

##### A. General Provisions

1. Triggers for Implementation: The Title IX Grievance Process is used only upon the filing of a **Formal Complaint** of sexual harassment as described below. This process must be followed before any discipline of a Respondent to allegations of Sexual Harassment may be imposed by the District.
2. Protections for Equitable Treatment in the Handling of Formal Complaints by District: The District response to a Formal Complaint of Sexual Harassment shall treat Complainant and Respondents equitably. In particular, this Title IX Grievance Process shall require:
  - a. Presumption of Non-Responsibility: Presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process;
  - b. Objectivity: An objective evaluation of all relevant evidence - including both inculpatory and exculpatory evidence - and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or Witness;
  - c. Conflict and Bias Free Personnel: That individuals designated by the District to act as Title IX Coordinator, investigator, decision-makers, or to facilitate an informal resolution process, shall have no conflict of interest nor bias for or against a Complainant or Respondent individually, or complainants or respondents generally;
  - d. No Interference with Legal Privileges: Such that at no point in the grievance process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process;
  - e. Proof of Responsibility for Sexual Harassment by a Preponderance of the Evidence, which is only met when the party with the burden convinces the fact

finder (the Initial Decision-Maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not). This standard shall be applied to all Formal Complaints of Sexual Harassment, whether they involve students or faculty; and

- f. Reasonably Prompt Time Frames for Conclusion of the Title IX Grievance Process: The District shall make a good faith effort to conduct a fair, impartial grievance process in a reasonably prompt manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded - through at least the determination of responsibility decision - within 80 days after filing the Formal Complaint of Sexual Harassment. However, more complex cases or other case specific circumstances, may require additional time beyond that timeframe. In such cases, good cause must be shown and written notice provided,
- i. Grievance Process Timeline
- Investigation 20 +/- days (as the complexity of the case demands);
  - 10 days for reviewing information prior to conclusion of investigation;
  - 10 days after receiving investigative report -by either- party to respond;
  - 10 days for decision maker to allow initial questions;
  - 10 days for responses to questions;
  - 10 days for questions and responses to follow-up questions;
  - 10 days for determination of responsibility decision;
  - 10 days for appeal (6 additional days for administrative steps);
  - 10 days for argument/statement challenging or supporting determination;
  - 10 days for decision on appeal.
- ii. Delays and Extensions of Time: At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on their own initiative. Examples of good cause may include such things as availability of parties, party advisors, witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain language interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide simultaneous written notice to the parties of the delay/extension and the reason(s).

- iii. Delivery of Copies and Notices: Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor.
- iv. Notice of Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility
- a. Employee Respondents: "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy, applicable individual or collective bargaining contract, or state or federal laws or regulations.
  - b. Student Respondent: "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, permitted by District policies, and any other District rules and procedures or student code of conduct.
  - c. Remedial Actions: Remedial actions as to a Respondent after a Title IX Sexual Harassment Final Decision, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity. Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

- v. Emergency Removal: Nothing in this Policy, or Title IX Grievance Process, precludes a District from removing a Respondent from the District’s education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Such removal shall not be disciplinary.
- vi. Administrative Leave: Nothing in this Policy precludes a recipient from placing a non-student employee respondent on administrative leave during the pendency of the Title IX Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

## **B. Formal Complaints of Sexual Harassment**

The Title IX Grievance Process is initiated by way of a Formal Complaint (“complaint” or “formal complaint”) filed by the Complainant, the Complainant’s parent/guardian, or the Title IX Coordinator.

1. Complainant Options: In cases of Actual Knowledge (and/or) Reports of Sexual Harassment, the Complainant retains the option to either file a Complaint of Sexual Harassment or choose not to and instead simply receive the supportive measures, except as set forth below.
  - a. Filings by Title IX Coordinator: In cases where the Complainant does not file a Formal Complaint of Sexual Harassment, the Title IX Coordinator may nevertheless choose to sign and thus initiate a Formal Complaint of Harassment, but only if:
    - i. Initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances;
    - ii. In other cases where, in the exercise of good judgment and in consultation with the District’s attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to Actual Knowledge of sexual harassment;
    - iii. If the Complaint is filed by the Title IX Coordinator, they are not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.
  - b. Supportive Measures: The Title IX Coordinator will contact the Complainant to discuss and offer supportive measures.

2. Respondent Rights: In cases where no Formal Complaint of Sexual Harassment is either filed by the Complainant or the Title IX Coordinator **no disciplinary action may be taken** against the Respondent based upon conduct that would constitute sexual harassment under this policy. Nevertheless, the Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
3. Timeliness of Formal Complaints of Sexual Harassment: Although the District will initiate the Title IX Grievance Process regardless of when the Formal Complaint of Sexual Harassment is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.
4. Jurisdiction Over Parties: Although there is no time limit per se to filing a Formal Complaint of Sexual Harassment, Complaints may be dismissed if either the Complainant or Respondent is no longer enrolled or employed by the District.
5. Manner of Filing and Content of Formal Complaints of Sexual Harassment: Formal Complaints of Sexual Harassment may be filed with the Title IX coordinator in person, by mail, or by email and must be in writing. While forms may be obtained from the Title IX Coordinator or on the District or school website, at a minimum, a Formal Complaint of Sexual Harassment must:
  - a. Contain the name and address of the Complainant and the student's parent or guardian if the complainant is a minor student;
  - b. Describe the alleged sexual harassment;
  - c. Request an investigation of the matter;
  - d. When filed by the Complainant be signed by the Complainant or otherwise indicate that the complainant is the person filing the complaint, or if not filed by the Complainant be signed by the Title IX Coordinator.
6. Consolidation of Complaints: The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

### C. Notification of Formal Complaint to Parties ("Notification")

Upon receipt of a Formal Complaint of Sexual Harassment, the District must provide the following written notice to the parties who are known:

1. Notice of the District's Title IX Grievance Process (Section IV), including any informal resolution process.

2. Notice of the allegations potentially constituting sexual harassment as defined by Section II.N., including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment as defined by Section II.N., and the date and location of the alleged conduct, if known.
  - a. Supplemental Notice Required Upon Change in Investigative Scope: If, in the course of an investigation the District decides to investigate allegations about the Complainant or Respondent that are not included in the original Notification, the District must provide simultaneous notice of the additional allegations to the parties whose identities are known.
3. The written notice must include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process set forth in Section IV of the Policy.
4. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney (who may be present during any Grievance proceeding, including any related meeting or proceeding). The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
5. The written notice must inform the parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

#### **D. Informal Resolution**

At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the District:

1. May not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a Sexual Harassment Investigation of a Formal Complaint of Sexual Harassment, such as may occur through Informal Resolution;
2. May not offer an informal resolution process unless a Formal Complaint of Sexual Harassment is filed;
3. Provides written notice to the parties disclosing:
  - a. The allegations of the Formal Complaint of Sexual Harassment;
  - b. The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to

withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

- c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- 4. Obtains the parties' voluntary written consent to the informal resolution process; and
- 5. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **E. Sexual Harassment Investigation**

The Title IX Coordinator shall designate a qualified, trained, person to investigate. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
5. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
6. Provide, to a party (e.g., Respondent or Complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend

to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation;

8. PRIOR to completion of the Sexual Harassment Investigative Report, the District, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
9. Prepare a written Sexual Harassment Investigative Report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.
10. The investigator shall provide the Investigative Report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the Investigative Report.

#### **F. Initial Determination of Responsibility**

The initial determination of responsibility of the respondent shall be made by the Initial Decision-Maker.

1. Initial Decision-Maker: The Initial Decision-Maker cannot be the same person(s) as the Title IX Coordinator or the Investigator(s).
2. Opportunity for Relevant Party Questions: After the Investigator Report has been sent to the parties pursuant to Section IV.E.10 (above), and PRIOR to making a determination of responsibility, the Initial Decision-Maker will afford each party 10 days to submit written, relevant questions to the Initial Decision-Maker that the party wants asked of any party or witness. Only relevant questions may be posed. The Initial Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as deemed "not relevant."
  - a. Irrelevant Questions and Evidence: Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the Complainant, or if the question and evidence concern



specific incidents of the Complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- b. Written Responses to Questions: The Initial Decision-Maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.
  - c. Opportunity for Limited Supplemental Question: The Initial Decision-Maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
3. Prohibition on Negative Inferences: The Initial Decision-Maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.
  4. Presumption of Non-Responsibility: The Respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process.
  5. Written Initial Determination Regarding Responsibility: Within 10 days following the close of the period set for responses to the last round of follow-up questions, the Initial Decision-Maker must issue a Written Initial Determination to the Title IX Coordinator, the Superintendent and the parties simultaneously, which, while applying the preponderance of the evidence standard, must include:
    - a. Identification of the allegations potentially constituting Sexual Harassment as defined in this Policy, Section II.N.;
    - b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination Regarding Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
    - c. Findings of fact supporting the Written Initial Determination Regarding Responsibility;
    - d. Conclusions regarding the application of the District's applicable codes of conduct, policies, administrative regulations or rules to the facts;
    - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), any disciplinary sanctions the District imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the Complainant; and

- f. The District's procedures and permissible bases for the Complainant and Respondent to appeal (as set forth in Section IV.H, below).
6. Finality of Decision: The Initial Determination Regarding Responsibility becomes final, and identified as the **Title IX Sexual Harassment Final Decision** either:
- a. On the date that District provides the parties with Written Determination of the Appeal, if an appeal is taken as set forth in Section IV.H. (below); OR
  - b. Where no appeal is taken, the date on which an appeal would no longer be considered timely.
7. Duty to Effectuate Title IX Sexual Harassment Final Decision
- a. District Response to Sexual Harassment: Once a **Title IX Sexual Harassment Final Decision** is issued, the District may implement remedies as set forth in Section III.D. above, and action as necessary to respond in a manner not deliberately indifferent in light of the known circumstances in cases of a Determination of Title IX Sexual Harassment Final Decision concluding responsibility for Sexual Harassment. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District (except as provided by District policy or collective bargaining agreement or applicable law). Appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or to the extent applicable through any statutory or other processes provided under collective bargaining agreements or individual contracts.
  - b. Responsibility for Response: The Title IX Coordinator is responsible for effective implementation of remedies.
  - c. Other Actions Pursuant to Applicable Code of Conduct, Policies, Agreements, Contracts: The District may also proceed against the Respondent or Complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures.

#### **G. Dismissal of a Formal Complaint**

- 1. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
  - a. Would not constitute sexual harassment, even if proved;
  - b. Did not occur in the District's education program or activity; or
  - c. Did not occur against a person in the United States.

2. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
  - a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
  - b. The respondent is no longer enrolled or employed by the District; or
  - c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
3. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.
4. The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.

#### **H. Appeals**

The District must offer both parties an appeal from a Initial Determination Regarding Responsibility, and from a Dismissal of a Formal Complaint, or any allegations therein.

1. **Method of Filing:** Either party may appeal the Initial Determination of Responsibility or the dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) by notifying the Superintendent in writing (“written appeal”), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal.
2. **Deadline for Notice of Appeal:** The Notice of Appeal must be in writing and received by the Superintendent, with a copy to the Title IX Coordinator, within 10 days of either the Initial Determination of Responsibility or the written Notice of Dismissal being communicated to the parties, as appropriate.
3. **Grounds For Appeal:** Either party may only appeal the Initial Determination of Responsibility or the Dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) based upon one or more of the following grounds, which must be stated specifically in the party’s written appeal:
  - a. Procedural irregularity that affected the outcome of the matter;
  - b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

- c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. Appellate Decision-Maker: The Appellate Decision-Maker shall not be the same person as the Initial Decision-Maker that reached the determination regarding responsibility or the Dismissal of a Formal Complaint of Sexual Harassment, the Investigator(s) or the Title IX Coordinator. The Appellate Decision-Maker shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Appellate Decision-Maker shall be trained as set forth in Section V.F.2. and 3.
  5. District Notification of Appeal and Duty to Equitable Treatment of Parties During Appeal: The District must notify the both parties in writing when an appeal is filed and implement appeal procedures equally for both parties.
  6. Opportunity to Brief Appellate Decision-Maker
    - a. Deadline In Cases Other than Newly Available Evidence: Except in cases of newly available evidence, each party shall have 10 days “reasonable and equal opportunity] from the date of the Notification of Appeal under Section IV.H.5. above, to submit to the Appellate Decision-Maker a written statement in support of, or challenging, the Initial Determination Regarding Responsibility.
    - b. Deadline in Cases of Newly Available Evidence: In cases where the basis of the appeal is newly available evidence affecting the outcome, the party relying upon such evidence shall submit to the Appellate Decision-Maker such evidence or a summary of such evidence along with the party’s appeal statement first and within 7 days from the date of the Notification of the Appeal. In such instances the Appellate Decision-Maker shall then forward such documentation on to the opposing party, whereupon the opposing party shall thereafter have 7 days to review and submit their Brief to the Appellate Decision-Maker.
  7. Written Determination of the Appeal
    - a. The Appellate Decision-Maker shall provide a Written Determination of the Appeal after considering the record and the parties’ appeal statements, describing the result of the appeal and the rationale of the result. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence or refer it back to the appropriate stage of the Title IX Grievance Process. The Appellate Decision shall be provided simultaneously to both parties, with a copy to the Title IX Coordinator and the Superintendent of Schools.

- b. Upon issuance of the Written Determination of the Appeal, it becomes a **Title IX Sexual Harassment Final Decision**, as set forth in Section IV.F.6, with commensurate Title IX obligations for the District to act as set forth in Section IV.F.7.

## V. RESPONSIBLE PERSONNEL

### A. Bias or Conflicts of Interest

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

### B. Title IX Coordinator

The District must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this Policy, which employee must be referred to as the “Title IX Coordinator.” Any individual designated by the District as a Title IX Coordinator shall be free of conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

1. Notice of Title IX Coordinator Contact Information: The name or title, office address, electronic mail address, and telephone number of the employee(s) designated as the Title IX Coordinator shall be provided to the following:
  - a. All applicants for admission and employment;
  - b. Parents or legal guardians of elementary and secondary school students;
  - c. Employees; and
  - d. All unions or professional organizations holding collective bargaining or professional agreements with the recipient.
2. Duties of Title IX Coordinator: In addition to coordinating the District’s efforts to comply with its responsibilities under this Policy, and any other duties assigned, the Title IX Coordinator shall be responsible for:
  - a. Receipt of Reports of Sexual Harassment: Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

- i. Responding to general reports and formal complaints of sexual harassment:  
The Title IX Coordinator shall promptly contact the Complainant (or where Complainant is a minor their parent/guardian) (regardless to whether a formal complaint has been received) to discuss:
    - a. Supportive Measures: The availability of supportive measures, as defined in Section II.O., to consider Complainant’s wishes with respect to supportive measures; to inform of the availability of supportive measures with or without the filing of a Formal Complaint of Sexual Harassment;
    - b. Formal Complaint: Explain the process for filing a Formal Complaint of Sexual Harassment.
  - ii. Signing and/or receiving Formal Complaints of Sexual Harassment and in such cases commencing the Title IX Grievance Process set out in Section IV. above;
  - iii. Coordinating the effective implementation of supportive measures; and
  - iv. Coordinating the District’s efforts to comply with its responsibilities related to the Title IX Grievance Process set forth in Section IV of this policy, including any other specific duties as assigned by the Superintendent to fulfill the District’s obligations under this policy.
3. Conflict of Interest or Bias/Unavailability: In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason, the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances “Title IX Coordinator” shall include the acting Title IX Coordinators.

### **C. Investigators**

- 1. Conflict of Interest or Bias: Any individual assigned to investigate a Formal Complaint of Sexual Harassment shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 2. Responsibilities: Investigators shall be responsible for conducting Sexual Harassment Investigations as set forth in Section IV.E. above.

### **D. Decision-Makers**

- 1. Conflict of Interest or Bias: Any individual assigned as a Decision-Maker in the case of a Sexual Harassment under this Policy shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

## 2. Responsibilities

- a. Initial Decision-Makers: shall be responsible for issuing an Initial Determination Regarding Responsibility following a Sexual Harassment Investigation and other duties set forth in Section IV.F. above.
- b. Appellate Decision-Makers: shall be responsible for issuing a Written Determination of the Appeal, and other duties set forth in Section IV.H. above.

## E. Informal Resolution Process Facilitators (“Facilitators”)

1. Conflict of Interest or Bias Any individual assigned to facilitate an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities. Facilitators shall be responsible for facilitating a process of informal resolution as permitted in Section IV.D. above.

## F. Training

The District shall ensure that training of the following personnel occur:

1. All District Employees: Training of District Employees shall occur relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.
2. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process: These individuals must be trained on the following topics:
  - a. The definition of sexual harassment as contained within this Policy;
  - b. The scope of the recipient’s education program or activity;
  - c. How to conduct an investigation, appeals, and informal resolution process;
  - d. How to serve impartially, including by avoiding prejudgment of the facts at issue; and
  - e. Conflicts of interest and bias.
3. Decision-Makers: In addition to the topics set forth in Section V.D.2. above, decision-makers shall be trained on the following topics:
  - a. Issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant as set forth in Section IV.E.1. and IV.F.2.a.

4. Investigators: In addition to the topics set forth in Section V.C.2. above, investigators shall be trained on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in Section IV.E.9 above.
5. Training Materials: Any materials used for trainings of Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must:
  - a. Not rely on sex stereotypes; and
  - b. Promote impartial investigations and adjudications of formal complaints of sexual harassment.
  - c. Be made available to the public either on its website, or if the District does not maintain a website, must make those materials available upon request for inspection by members of the public.

<i>Legal Reference(s):</i>	<i>Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq 20 U.S.C. §1232g, Family Educational Rights and Privacy Act</i>
	<i>34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations</i>
	<i>34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.</i>
	<i>34 CFR 106.30, Definitions</i>
	<i>34 CFR 106.44, Recipient’s response to sexual harassment</i>
	<i>34 CFR 106.4, Grievance process for formal complaints of sexual harassment</i>
	<i>34 CFR 106.71, Retaliation</i>
<i>Cross References:</i>	

***Legal References Disclaimer:*** *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*



**PERSONNEL CONSENT AGENDA****Board Meeting Date: May 18, 2021****Licensed Employees (Teacher/Administrator)**

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Teacher	Jessica	Frank	Leave of Absence	STEM Teacher	1.0 FTE	CMS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Jessica	Frank	New Hire	Science Teacher (Grades 7/8) - One Year Only	1.0 FTE	CMS	Request to Hire	New Position	Yes	Yes
Teacher	Bridgette	Tozzi	Leave of Absence	Music Teacher	1.0 FTE	CMS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Kathleen	Naylor	New Hire	Language Arts Teacher (Grades 7/8) - One Year Only	1.0 FTE	CMS	Request to Hire	New Position	Yes	Yes

**Non-Licensed Employees (Support Staff), *Informational***

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Support Staff	Amy	Silverston	End of Employment	HR Coordinator	40	CO	Notice of End of Employment			Yes
Support Staff	Nancy	Mock	End of Employment	Paraeducator	32.5	PPS	Notice of End of Employment			Yes
Support Staff	Hunter	Stark	End of Employment	Behavior Interventionist - Planning Room Coordinator	35	CMS	Notice of End of Employment			Yes
Support Staff	Danielle	Cotte	End of Employment	Paraeducator - Speech	32.5	CMS	Notice of End of Employment			Yes
Support Staff	Faye	Graham	End of Employment	Paraeducator - SPED	32.5	CHS	Notice of End of Employment			Yes

**COLCHESTER SCHOOL DISTRICT****POLICY: LONG TERM LEAVES OF ABSENCE WITHOUT PAY****DATE ADOPTED:** October 20, 2015**POLICY STATEMENT**

The school board recognizes that there are occasions when an employee may need a long-term leave of absence without compensation (health, parenting, family, personal, continuing education, humanitarian, etc.). The board may authorize the leave request when it deems such leaves to be reasonable and/or beneficial to the education programs within the District. The board will also determine the value of the leave to the district for educational purposes. Approved leaves shall be limited to one school year and depending on the availability. Upon returning from a leave the employee may or may not be given the same assignment s/he had prior to the leave.

Leave requests must be in writing and submitted to the Superintendent (through the principal) stating the purpose of the leave of absence, any rationale supporting the request, and other information helpful to the Board in making a determination as to whether the leave is warranted. Applications must be submitted in accordance with any master agreements.

Date Warned: September 11, 2015  
First Reading: September 15, 2015  
Second Reading: October 6, 2015  
Third Reading: October 20, 2015

# COLCHESTER SCHOOL DISTRICT

Board of Education Meeting  
Remote Meeting

Tuesday, May 4, 2021  
7:00 p.m.

## MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, May 4, 2021. Governor Scott signed H.681 into law, making temporary changes to Vermont's Open Meeting Law. Part of those changes allow school districts to hold school board meetings remotely with no designated meeting location. LCATV provided coverage through a live stream and citizens were provided online and telephone options to participate in the meeting. Those in attendance were Directors: Craig Kieny, Lindsey Cox, Nic Longo, Laurie Kigonya, and Ben Yousey-Hindes; Superintendent Amy Minor; Director of Curriculum Gwendolyn Carmolli; Business and Operations Manager George Trieb; Principals Michele Cote, Jordan Burke, Chris Antonicci and Carolyn Millham; and Attorney Heather Lynn of Lynn, Lynn, Blackman & Manitsky, P.C.

### I. Call to Order

Board Chair Craig Kieny called the meeting to order at 7:00 p.m.

### II. Citizen Participation

None.

### III. Hear Title IX Presentation by Attorney Heather Lynn Informational

Attorney Heather Lynn from Lynn, Lynn, Blackman & Manitsky provided the board with an overview of the changes to the federal Title IX law.

### IV. First Reading of Prevention of Sexual Harassment as Prohibited by Title IX Policy Action

This is a new policy that was created by the Vermont School Board Insurance Trust (VSBIT) in response to changes to the federal Title IX law. Attorney Heather Lynn from Lynn, Lynn, Blackman & Manitsky crafted the model policy and was present at the meeting to answer several clarifying questions from the board.

*Director Cox moved to approve the first reading of Prevention of Sexual Harassment as Prohibited by Title IX Policy. The motion passed unanimously.*

### V. Approval of Contract Agreement with Colchester Education Association Support Staff Action

Director Longo gave an overview of the two-year contract agreed upon by both parties. In addition to some language changes, non-instructional support staff will receive an average salary increase of 3.6% and educational support staff will receive an average salary increase of 3%. The Support Staff Unit ratified the agreement prior the school board meeting.

*Director Kigonya moved to approve the collective bargaining agreement with the Colchester Education Association Support Staff Unit for the years 2021-2023 as outlined. The motion passed unanimously.*

**VI. Approval of New Roof at CMS Action**

The district has been replacing the roof at CMS in sections to minimize the annual expenditure. This is the last section of the project. Business and Operations Manager George Trieb provided the board with bids from three companies and a diagram of the roof. The district has worked with all three companies and board agreed to take the most competitive bid.

*Director Longo moved to accept the bid from A.C. Hathorne Company and authorized the Business and Operations Manager to execute the necessary documents to make it happen. The motion passed unanimously.*

**VII. First Reading of Fiscal and Business Management Policy: E1 Action**

As part of the board's ongoing policy work, they will be reviewing policies related to fiscal management over the next six months. This policy was recently reviewed in 2019, but offers an important overview that provides foundational knowledge for reviewing the other financial policies included in the Business and Non-Instruction Operations section of the policy manual. Business and Operations Manager George Trieb did not recommend any changes.

*Director Cox moved to approve the first reading of the Fiscal and Business Management Policy: E1. The motion passed unanimously.*

**VIII. COVID-19 Update Informational**

Superintendent Amy Minor noted that this week is nationally recognized as Teacher Appreciation Week. In Colchester, the district celebrates all school employees; recognizing the many contributions employees makes to their schools. Given the unusual nature of this year, she expressed gratitude to the families, students and parent organizations who are making this week special for school staff.

Employees in the district have had the opportunity to participate in voluntary COVID-19 surveillance testing for the past five months. The Agency of Education (AOE) announced that with the high percentage of vaccinated school staff, they will be suspending surveillance testing statewide. Superintendent Minor then gave an overview of COVID-19 case data in the district. There were eight cases in April which is in line with the monthly average throughout the winter and early spring.

Superintendent Minor outlined the learning environment changes taking place in each school in response to guidance changes from the AOE. The changes will go into effect on May 10th and last through the final five weeks of school. The District Leadership Team is already looking ahead to the fall and is hopeful that all students will be in school five days a week for in-person learning. While the guidance for the fall is not out yet, Superintendent Minor is anticipating a mask requirement and the possibility for distancing requirements. The AOE is aiming to have a first version of next year's school guidance by the end of May.

On May 25, the district will host the final session in its five-part virtual Family Night series. The topic is Promoting Independence in Children and will be facilitated by CSD Behavior Specialists Jayme Gaudet and Dan Gaudet.

**IX. Approval of Personnel Consent Agenda**

**Action**

The following Personnel Consent Agenda was reviewed by the board.

DRAFT

**PERSONNEL CONSENT AGENDA**

**Board Meeting Date: May 4, 2021**

**REVISED**

**Licensed Employees (Teacher/Administrator)**

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Teacher	Daniel	Leonard	New Hire	Music Teacher, Long-Term Substitute	1.0 FTE	CMS	Request to Hire	Bridgette Tozzi	Yes	Yes
Teacher	Megan	Talbot	New Hire	Spanish Teacher	1.0 FTE	CMS	Request to Hire	Meghan Tiernan Fisher	Yes	Yes
Teacher	Abigail	Markowski	New Hire	Math Teacher	1.0 FTE	CMS	Request to Hire	John Helme/Nicholas Corrigan	Yes	Yes
Individual Contract	Lindsey	Campion	Transfer	Nurse Supervisor	1.0 FTE	CHS/DW	Notice of Transfer	Deborah Deschamps	Yes	Yes
Individual Contract	Moriah	McCullagh	Transfer	Nurse Supervisor	1.0 FTE	CHS/DW	Notice of Transfer	Deborah Deschamps	Yes	Yes
Teacher	Timothy	Lynch	New Hire	Math Teacher	1.0 FTE	CHS	Request to Hire	Julie Rutz	Yes	Yes
Teacher	Conor	O'Loughlin	New Hire	Science Teacher - One Year Only	0.2 FTE	CHS	Request to Hire	Marijke Reilly	Yes	Yes
Teacher	Tara	Sharkey	Leave of Absence	Math Teacher	1.0 FTE	CHS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Tara	Sharkey	New Hire	Math Instructional Coach - Middle Grades	1.0 FTE	CMS	Request to Hire	New Position	Yes	Yes
Teacher	Ashley	Laurent Marlow	Leave of Absence	Elementary Teacher	1.0 FTE	MBS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Ashley	Laurent Marlow	New Hire	Math Instructional Coach - Elementary Grades	1.0 FTE	MBS	Request to Hire	New Position	Yes	Yes
Teacher	Lisa	Ryan	New Hire	Alternative Education Teacher	1.0 FTE	CAP/CHS	Request to Hire	Miriam Mahar	Yes	Yes
Teacher	Jillian	Mori	New Hire	Math Teacher - One Year Only	1.0 FTE	CHS	Request to Hire	Tara Sharkey	Yes	Yes

**Non-Licensed Employees (Support Staff), *Informational***

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Co-Curricular	Jaclyn	Dixon	New Hire	Head Girls Cross Country Coach		CHS	Notice of Hire	Cheryl Aley	Yes	Yes
Support Staff	Mapigano	Karubandika	Transfer	Custodian	40	UMS	Notice of Transfer	Maxwell Howard	Yes	Yes
Support Staff	Emily	LaCroix	New Hire	Paraeducator	32.5	UMS	Notice of Hire	Sarah Thompson	Yes	Yes
Support Staff	Ginger	Grout	End of Employment	Food Service Worker	30	MBS	Notice of End of Employment			Yes
Support Staff	Erin	McIntyre	End of Employment	Paraeducator	32.5	PPS	Notice of End of Employment			Yes
Support Staff	Debbie	Bannister	Transfer	Food Service Worker	36.25	MBS	Notice of Transfer	Ginger Grout	Yes	Yes
Co-Curricular	Alexis	Currie	New Hire	Assistant Track & Field Coach		CMS	Notice of Hire	open position	Yes	Yes
Support Staff	Lynsey	Hartshorn	End of Employment	Payroll Specialist	40	CO	Notice of End of Employment			Yes

*Director Cox moved to approve the Personnel Consent Agenda for May 4, 2021. The motion passed unanimously.*

**X. Approval of Meeting Minutes: April 6, 2021 Action**

*Director Longo moved to approve the minutes from the meeting held on April 6, 2021. The motion passed unanimously.*

**XI. Board/Administration Communication, Correspondence, Committee Reports Informational**

- Upcoming board retreat agenda planning

**XII. Future Agenda Items Informational**

- COVID-19 updates and recovery planning
- Policy work
- Quarterly financial and special education reports

**XIII. Adjournment**

*Director Cox moved to adjourn at 8:40 p.m. The motion passed unanimously.*

Recorder:

Board Clerk:

\_\_\_\_\_  
Meghan Baule  
Recording Secretary

\_\_\_\_\_  
Nic Longo  
Board Clerk